

APPENDICES

APPENDIX A – Tax Equalization

APPENDIX A
TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: IFB/RFP- _____

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- | | <u>YES</u>
(check only one) | <u>No</u> |
|---|--------------------------------|-----------|
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | _____ | _____ |
| 2. Does the contract to be awarded require your Business to have an office, inventory, property, Employees, or other representation in the SOH? | _____ | _____ |
| 3. Does your business provide services in conjunction With the sales of property, such as training, Installation, or repairs in the SOH? | _____ | _____ |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____ |

*If the entire services are to be contracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current ½% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103.53.5, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____

APPENDIX B – Client References

APPENDIX B

CLIENT REFERENCES

The Offeror is required to supply the State with names, addresses, and telephone numbers of three (3) customers for which the Offeror has supplied products and services that are similar to those being requested in this RFP. All work for these references must have been performed within the past two- (2) years. Only three (3) references should be submitted in the proposal submission packet.

1. Client Name: _____

Client Address: _____

Reference Name _____

Current Phone: _____

2. Client Name: _____

Client Address: _____

Reference Name _____

Current Phone: _____

3. Client Name: _____

Client Address: _____

Reference Name _____

Current Phone: _____

APPENDIX C – Terms and Conditions

GENERAL CONDITIONS

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GENERAL CONDITIONS

Coordination of Services by the STATE. The "head of the purchasing agency," (which term includes the designee of the head of the purchasing agency), shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with the head of the purchasing agency at all stages of the CONTRACTOR's work, and submit to the head of the purchasing agency for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of services.

2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

- a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
- b. The CONTRACTOR and the CONTRACTOR's employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR's employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
- c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR's performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR's employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR's employees or agents in the course of their employment.
- d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
- e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall

comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 237-45, HRS, and paragraph 17 of these General Conditions.

- f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR's own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR's performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR's duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE and (ii) the CONTRACTOR's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the CONTRACTOR's assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment Contract in which the

STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR's obligations;
 - (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
 - (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.
- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR's articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.
- c. Reports. All assignment Contracts and amendments to this Contract effecting changes of the CONTRACTOR's name or novations hereunder shall be reported to the CPO within thirty days of the date that the assignment Contract or amendment becomes effective.
- d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds Contracts with more than one purchasing agency of the State, the assignment Contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR's employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR

is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR's delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR shall remain liable for damages caused other than by delay.

10. State's Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other Contracts or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 126, Procurement Rules, as the same may be amended from time to time.
12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer, may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop work orders shall not exceed sixty consecutive days and shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:
 - (1) Cancel the stop performance order; or

(2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified in writing accordingly, if:

(1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR's cost properly allocable to, the performance of any part of this Contract; and

(2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR's right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR's duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR's rights under chapter 126, Procurement Rules. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR's progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR's right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to such provision.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR's obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.
- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:
 - (1) Any completed goods or work product; and
 - (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.
 - (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by subchapter 15, chapter 3-122, Procurement Rules, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.

- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete Contract under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
- (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the Contract price of performance not terminated.
- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:
 - (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
 - (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
 - (C) Within such further time as may be allowed by the Agency procurement officer in writing.
 - (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;
 - (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
 - (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.
16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles) of the Procurement Rules and the following guidelines:
- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
 - b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
 - c. Unless prior written approval of the DIRECTOR is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for interisland or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.
17. Payment Procedures: Final Payment: Tax Clearance.
- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
 - b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
 - c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be dispersed to subcontractors within ten days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
 - d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 237-45, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the CONTRACTOR have been paid.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.
- c. Agency procurement officer. By a written order, at any time, and without notice to any surety, the Agency procurement officer, subject to mutual consent of the parties to this Contract and all appropriate adjustments, may make modifications within the general scope of this Contract to include any one or more of the following:
 - (A) Drawings, designs, or specifications;
 - (B) Method or place of delivery;
 - (C) Description of services to be performed;
 - (D) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (E) Place of performance of the services; or
 - (F) Other provisions of the Contract accomplished by mutual action of the parties to the Contract.
- d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR's cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in Contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
- e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written Contract of modification is not made prior to final payment under this Contract.
- f. Claims not barred. In the absence of an Contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR's right to pursue a claim under this Contract or for a breach of contract.

- g. CPO approval. If this is a professional services Contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 or ten per cent (10%) of the initial Contract price, whichever increase is higher, must receive the prior approval of the CPO.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the CONTRACTOR have been paid.
 - i. Sole source Contracts. Amendments to sole source Contracts that would change the original scope of the contract may only be made with the approval of the CPO. Annual renewal of a sole source Contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.
 - b. Time period for claim. Within thirty (30) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the CONTRACTOR's claim unless the STATE is prejudiced by the delay in notification.

- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR's right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the Contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By Contract on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of Contract between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126 of the Procurement Rules.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of subchapter 15, chapter 3-122 of the Procurement Rules.

22. Variation in Quantity for Definite Quantity Contracts. Upon the Contract of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the CPO makes a written determination that such an increase will either be more economical than awarding another Contract or that it would not be practical to award another Contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement Contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);

- (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;
 - (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR's rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new Contract estimated cost and, if this Contract is incrementally funded, the new amount allotted to the Contract.

24. Confidentiality of Material.

- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
- b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any State employee, including the head of the purchasing agency, the CPO, the DIRECTOR, the Agency procurement officer, or to the services or goods, or

both, provided under this Contract, in any of the CONTRACTOR's brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.

26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.
28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor or prospective subcontractor which are related to:
 - a. The cost or pricing data, and
 - b. A State contract, including subcontracts, other than a firm fixed-price contract.
29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency purchasing officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for Contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.
30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention. The CONTRACTOR and any subcontractors shall maintain the books and records that relate to the Contract and any cost or pricing data for three (3) years from the date of final payment under the Contract.
32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is

established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.
34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR's performance of this Contract.
36. Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules, the Procurement Rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the Contracts, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior Contracts, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no Contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE's rights or the CONTRACTOR's obligations under the Procurement Rules or statutes.

APPENDIX D – Wage Certification

APPENDIX D WAGE CERTIFICATION

Pursuant to Section 103-55, Hawaii Revised Statutes, I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.
2. All applicable laws of the Federal and State governments relating to worker's compensation, unemployment insurance, payment of wages, and safety will be fully complied with.

I understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103-55, HRS.

Offeror: _____

Signature: _____

Title: _____

Date: _____

APPENDIX E – Insurance

APPENDIX E INSURANCE

Offeror shall provide the following:

1. Commercial General Liability Insurance is provided by:

Insurance Company _____

Coverage _____

2. Reinsurance is provided by:

Insurance Company _____

Coverage _____

3. Other forms of insurance will be provided by:

Type: _____

Insurance Company _____

Coverage _____

Type: _____

Insurance Company _____

Coverage _____

Type: _____

Insurance Company _____

Coverage _____

Offeror: _____

ACORD. CERTIFICATE OF LIABILITY INSURANCE

19

DATE (MM/DD/YY)
06/30/97

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A

COMPANY
B

COMPANY
C

COMPANY
D

INSURED

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY		07/01/97	07/01/98	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	OWNERS & CONTRACTORS PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MED EXP (Any one person)	\$ 5,000
A	AUTOMOBILE LIABILITY		07/01/97	07/01/98	COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY	\$
						\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		04/01/97	04/01/98	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT	\$ 100,00
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE - POLICY LIMIT	\$ 500,00
	OTHER				EL DISEASE - EA EMPLOYEE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
State of Hawaii named Additional Insured with respects to liability arising out of operations performed by named insured subject to general liability policy provisions.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~REQUIRE~~ MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE
John D. Cavanah
CAVANAH ASSOCIATES, INC.

APPENDIX F – Business Associate Language

APPENDIX F

Special Conditions

Applicable to CONTRACTORS or PROVIDERS that are Business Associates of STATE under 45 CFR § 160.103

Privacy of Individually Identifiable Health Information

1. Introduction: The STATE, as defined in this Agreement, has determined itself to be a Covered Entity or a Health Care Component under the Privacy Rule. These special conditions relating to the privacy of Individually Identifiable Health Information ("these special conditions") are required by the Privacy Rule because CONTRACTOR or PROVIDER, as defined in this Agreement (hereinafter "BUSINESS ASSOCIATE"), has been determined to be a Business Associate of the STATE under § 160.103 of the Privacy Rule.
2. Definitions:
 - a. Except as otherwise defined herein, any and all capitalized terms in these Special Conditions shall have the definitions set forth in the Privacy Rule.
 - b. Agreement. "Agreement" shall mean the agreement between STATE and BUSINESS ASSOCIATE to which these special conditions are attached, and all attachments, exhibits and any special conditions.
 - c. Individual. "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative under § 164.502(g) of the Privacy Rule.
 - d. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - e. Protected Health Information. "Protected Health Information" means Individually Identifiable Health Information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present, or future payment for the provision of health care to an Individual; and that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual. For purposes of this Agreement, the term Protected Health Information is limited to the information created or received by BUSINESS ASSOCIATE from or on behalf of STATE.
 - f. Secretary. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or designee.
3. Obligations and Activities of BUSINESS ASSOCIATE
 - a. BUSINESS ASSOCIATE agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

- b. BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information consistent with the requirements of this Agreement.
- c. *Effective April 20, 2005*, BUSINESS ASSOCIATE agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the covered entity as required by this subpart.
- d. BUSINESS ASSOCIATE agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information, agrees to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such information.
- e. BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information, available to STATE and/or to the Secretary, at reasonable times and places or as designated by the Secretary or STATE, for purposes of determining compliance with the Privacy Rule.
- f. BUSINESS ASSOCIATE agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for STATE to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with § 164.528 of the Privacy Rule.
- g. BUSINESS ASSOCIATE agrees to provide to STATE or an Individual information collected in accordance with section e, above, to permit STATE to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with § 164.528 of the Privacy Rule.
- h. BUSINESS ASSOCIATE agrees to provide access to Protected Health Information in the Designated Record Set to STATE or, as directed by STATE, to an Individual to the extent and in the manner required by § 164.524 of the Privacy Rule.
- i. BUSINESS ASSOCIATE agrees to make Protected Health Information available for amendment and to incorporate any amendments to Protected Health Information that the STATE directs or agrees to in accordance with the requirements of § 164.526 of the Privacy Rule at the request of STATE or an Individual.
- j. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of Protected Health Information by BUSINESS ASSOCIATE in violation of the requirements of these special conditions.

- k. BUSINESS ASSOCIATE agrees to report to STATE any use or disclosure of the Protected Health Information not provided for by these special conditions of which it becomes aware.
 - l. *Effective April 20, 2005*, BUSINESS ASSOCIATE agrees to report to STATE any security incident of which it becomes aware
4. Permitted Uses and Disclosures by BUSINESS ASSOCIATE
- a. General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, STATE as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by STATE or the minimum necessary policies and procedures of the STATE.
 - b. Specific Use and Disclosure Provisions
 - (i) Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use Protected Health Information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.
 - (ii) Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may disclose Protected Health Information for the proper management and administration of the BUSINESS ASSOCIATE, provided that disclosures are Required By Law, or BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (iii) Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use Protected Health Information to provide Data Aggregation services to STATE as permitted by § 164.504(e)(2)(i)(B) of the Privacy Rule.
 - (iv) BUSINESS ASSOCIATE may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1) of the Privacy Rule.
5. Permissible Requests by STATE. STATE shall not request BUSINESS ASSOCIATE to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by STATE, except if BUSINESS ASSOCIATE will use or disclose Protected Health Information for data aggregation or management and administrative activities of BUSINESS ASSOCIATE.
6. Termination for Cause. In addition to any other remedies provided for by this Agreement, upon STATE's knowledge of a material breach by BUSINESS ASSOCIATE of these special conditions, STATE shall either:

- a. Immediately terminate this Agreement if BUSINESS ASSOCIATE has breached a material term of this Agreement and cure is not possible; or
- b. If neither termination nor cure are feasible, STATE shall report the violation to the Secretary.

7. Effect of Termination.

- a. Except as provided in section 7.b, below, upon termination of this Agreement, for any reason, BUSINESS ASSOCIATE shall, at STATE's option, return or destroy all Protected Health Information received from STATE, or created or received by BUSINESS ASSOCIATE on behalf of STATE. BUSINESS ASSOCIATE shall retain no copies of the Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE.
- b. In the event that BUSINESS ASSOCIATE determines that returning or destroying the Protected Health Information is not feasible, BUSINESS ASSOCIATE shall provide to STATE notification of the conditions that make return or destruction not feasible. For any period of time that return or destruction of Protected Health Information is not feasible or not completed, BUSINESS ASSOCIATE shall extend the protections of these special conditions to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE maintains such Protected Health Information.

8. Miscellaneous

- a. Regulatory References. A reference in these special conditions to a section in the Privacy Rule means the section in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for STATE to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. Survival. The respective rights and obligations of BUSINESS ASSOCIATE under Section 7.b, above, shall survive the termination of this Agreement.
- d. Interpretation. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the Privacy Rules, as amended, the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Agreement shall control. Any ambiguity in this Agreement shall be resolved to permit STATE to comply with the Privacy Rule.

APPENDIX G – Registration Statement Form

State Procurement Office
1151 Punchbowl Street, #230-A
Honolulu, Hawaii 96813

**Instructions for the
Registration Statement
of Health and Human Service Provider Responsibility
(Chapter 103F, HRS)**

There are two requirements to register with the State Procurement Office:

1. Complete, sign and submit Form SPO-H 100A, Registration Statement of Health and Human Service Provider Responsibility. (See some quick tips about completing the form.)
The completed form should be sent to the State Procurement Office, Health & Human Services Section at:
1151 Punchbowl St., #230A
Honolulu, HI 96813
2. Applicants must be registered and in good standing with the Hawaii Department of Commerce and Consumer Affairs (DCCA). The State Procurement Office checks good business standing with the DCCA by checking their website at <http://www.ehawaii.gov/dcca/cogs/exe/cog.cgi>. Please check the DCCA Business Registration-Certificate of Good Standing website before submitting your Form SPO-H-100A. If you are not registered with the DCCA, you may contact the Business Registration Division of the DCCA at (808) 586-2727 or check their website at: <http://www.BusinessRegistrations.com/>.

Exception:

Sole Proprietorships/Individuals- Sole proprietorships are not required to register with the DCCA.

**Tips About Completing Form SPO-H-100A,
Registration Statement of Health and Human Service Provider Responsibility**

This form is fairly self explanatory.

Item	Title	Instructions/Explanation
1	Applicant Information	The "Legal Name" is the legal name of the business entity of the private provider. For sole proprietorships it is the sole proprietors legal name. "DBA" means doing business as. Sometimes a business is known by a name other than it's legal name.
2	Contact person	This is a person who can answer any questions about the business. The contact person for a business/private provider must not be state personnel with whom you conduct business.
3	Address	The "Business Address" is where the business is physically located. The "Mailing Address" is where all mail to the business should be sent. Sometimes the addresses are

State Procurement Office
1151 Punchbowl Street, #230-A
Honolulu, Hawaii 96813

**Instructions for the
Registration Statement
of Health and Human Service Provider Responsibility
(Chapter 103F, HRS)**

		different.
4	Business entity	Check the appropriate business entity for your business.
5 6 7	Geographic Area, General Population, Special Population	Select all the choices that are appropriate for your business. This is for information only. Should you later decide you wish to serve a geographic area or population that you did not select, it will not keep you from competing for such contracts.
Pages 2-3		This is for your information should you compete for and be awarded a contract. The items listed (such as tax clearance and certificate of insurance) will be required at the time of the solicitation or contracting by the purchasing agency. (Check with the purchasing agency as to when they are required.) Do not send those items to the State Procurement Office. You only need to send the completed Form SPO-H-100A (3 pages) to the State Procurement Office.
Page 3	Signature	If you are applying as individual/sole proprietor complete the side marked "Individual." All other business should complete the side marked "Organizations."

Questions or comments? Contact:
Mara Smith at 808.587.4704 or mara.smith@hawaii.gov or
Corinne Higa at 808.587.4706 or corinne.y.higa@hawaii.gov.

Our website is:
<http://www.spo.hawaii.gov>
Click on Procurement of Health and Human Services

STATE OF HAWAII
STATE PROCUREMENT OFFICE
REGISTRATION STATEMENT
OF HEALTH AND HUMAN SERVICE PROVIDER RESPONSIBILITY
(CHAPTER 103F, HRS)

1. APPLICANT INFORMATION:

Legal Name: _____

DBA: _____

2. CONTACT PERSON FOR MATTERS INVOLVING THIS STATEMENT:

Name: _____

Title: _____

Phone: _____ Fax: _____

e-mail: _____

3. ADDRESS:

Street Address: _____

Mailing Address: _____

4. TYPE OF BUSINESS ENTITY:

- ☐ NON PROFIT CORPORATION
- ☐ FOR PROFIT CORPORATION
- ☐ LIMITED LIABILITY COMPANY
- ☐ SOLE PROPRIETORSHIP
- ☐ PARTNERSHIP

5. GEOGRAPHIC AREA(S) APPLICANT IS INTERESTED IN SERVING:

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> EAST HAWAII | <input type="checkbox"/> KAUAI |
| <input type="checkbox"/> WEST HAWAII | <input type="checkbox"/> LEEWARD OAHU |
| <input type="checkbox"/> MAUI | <input type="checkbox"/> CENTRAL OAHU |
| <input type="checkbox"/> MOLOKA'I | <input type="checkbox"/> WINDWARD OAHU |
| <input type="checkbox"/> LANA'I | <input type="checkbox"/> HONOLULU |

6. GENERAL POPULATION(S) APPLICANT IS INTERESTED IN SERVING:

- ☐ CHILDREN: 0-3 YEARS OF AGE
- ☐ CHILDREN: 3-5 YEARS OF AGE
- ☐ CHILDREN: 5-10 YEARS OF AGE
- ☐ CHILDREN: 10-12 YEARS OF AGE
- ☐ ADOLESCENTS: 12-18 YEARS OF AGE
- ☐ ADOLESCENTS AND ADULTS: 18-21 YEARS OF AGE
- ☐ ADULTS: 21-59+ YEARS OF AGE
- ☐ ELDERS: 60+ YEARS OF AGE
- ☐ FAMILIES
- ☐ OTHER _____

7. SPECIAL POPULATION(S) APPLICANT IS INTERESTED IN SERVING:

- ☐ CHILDREN WITH SPECIAL NEEDS UNDER THE AGE OF 3
- ☐ CHILDREN WITH SPECIAL NEEDS OVER THE AGE OF 3
- ☐ INCARCERATED YOUTH
- ☐ ADJUDICATED YOUTH RESIDING IN THE COMMUNITY
- ☐ CHILDREN AND ADOLESCENTS IN NEED OF MENTAL HEALTH SERVICES
- ☐ CHILDREN WHO HAVE BEEN HARMED OR ARE THREATENED WITH HARM AND THEIR FAMILIES
- ☐ SERIOUSLY MENTALLY ILL ADULTS
- ☐ PERSONS WITH DEVELOPMENTAL DISABILITIES/MENTAL RETARDATION
- ☐ INCARCERATED ADULTS
- ☐ ADULTS UNDER THE SUPERVISION OF THE COURTS
- ☐ DEPENDANT OR DISABLED ADULTS OVER THE AGE OF 18
- ☐ IMMIGRANTS/REFUGEES
- ☐ OTHER _____

STATE PROCUREMENT OFFICE
REGISTRATION STATEMENT
OF HEALTH AND HUMAN SERVICE PROVIDER RESPONSIBILITY
(CHAPTER 103F, HRS)

WHEREAS, the undersigned provider of health and human services (the "Provider") is interested in competing for contracts awarded by the State of Hawai'i (the "State") for the provision of health and human services to Hawai'i residents, and desires to make this Registration Statement of Provider Responsibility ("Statement") in an effort to help promote greater efficiency in the competitive purchase of service procurement process pursuant to chapter 103F, HRS; and

WHEREAS, this Statement covers only general factors governing the responsibility of providers, and individual state agencies may have more or less stringent requirements for establishing the responsibility of providers;

NOW, THEREFORE, the Provider makes the following statements and representations as evidence of the Provider's responsibility, compliance with applicable law, and sound business practices:

1. Tax Clearance Certificate. The Provider has obtained, or will obtain before any award of a contract to the Provider, a tax clearance certificate for both federal and state taxes.
2. Liability Insurance. The Provider has obtained, or will obtain before any award of a contract to the Provider, liability insurance in the amount of at least one million dollars (\$1,000,000).
3. Discrimination. The Provider is in compliance with all applicable federal, state, and county laws forbidding discrimination, and shall maintain such compliance throughout the term of any contract awarded to the Provider by the State.
4. Persons with Disabilities. The Provider is in compliance with all applicable federal, state, and county laws governing the treatment of persons with disabilities, and shall maintain such compliance throughout the term of any contract awarded to the Provider by the State.
5. Smoking. The Provider is in compliance with Chapter 328K, HRS, and shall maintain such compliance throughout the term of any contract awarded to the Provider by the State.
6. Drug-Free Workplace. The Provider is in compliance with the Drug Free Workplace Act of 1988, and shall maintain such compliance throughout the term of any contract awarded to the Provider by the State.
7. Licenses and Permits. The Provider has all licenses, certifications, and permits required by applicable federal, state, and county law in order to conduct the Provider's business, and shall maintain such licenses, certifications, and permits throughout the term of any contract awarded to the Provider by the State.

8. General Law. In addition to the areas specifically addressed in items 1-7 above, the Provider is in compliance with all applicable federal, state, and county law, and shall maintain such compliance throughout the term of any contract awarded to the Provider by the State.
9. Business Practices. The Provider conducts its business affairs in a professional manner that meets or exceeds the standard industry practices for similarly situated providers as to the following areas, as applicable:
- a. fiscal or accounting policies and procedures, or both;
 - b. personnel policies and procedures;
 - c. program policies and procedures;
 - d. written policies required by applicable federal, state, or county law; and
 - e. client and employee grievance policies and procedures.
10. Documentation. In the event that the Provider decides to compete for the award of a contract with the State, the Provider will cooperate with any reasonable request from the State for documents supporting this Statement.
11. Duty to Update Registration Information. Whenever there is a change to a registered Provider's status, it is the duty of the provider to update documents submitted for registration within fifteen calendar days and shall be submitted to the State Procurement Office.

The undersigned authorized representative of the Provider certifies that this statement is true and correct to the best of the Provider's knowledge.

DATED: _____, _____, _____
(Date) (City) (State)

Individuals:

Organizations:

(Typed Name of Individual)

(Typed Name of Organization)

(Signature)

By: _____
(Signature)

(Typed Name)

(Social Security Number or Federal Taxpayer ID Number)

Its: _____
(Position)

(State General Excise Tax Number)

(Federal Taxpayer I.D. Number or EIN)

(State General Excise Tax Number)

APPENDIX H – Standards of Conduct

APPENDIX H

PROVIDER'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, PROVIDER, the undersigned does declare as follows:

1. PROVIDER ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

* Reminder to agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract may not be awarded unless the agency posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

DATED: Honolulu, Hawaii, _____.

PROVIDER

By _____
(signature)

Print Name _____

Print Title _____

Name of Provider _____

Date _____

APPENDIX I – Procedures which are not the responsibility of the Medical Plans

APPENDIX I

MEDICAL PROCEDURES WHICH ARE NOT THE RESPONSIBILITY OF THE MEDICAL PLAN

The Fee-For-Service Medicaid Program is financially responsible for all Intentional Termination of Pregnancy (ITOP) procedures and related services. ITOP services do not require prior authorization and include the provision of enabling services. The enabling services such as transportation, meals, lodging, foreign language, or sign language interpretation provided in conjunction with an ITOP, may require prior authorization if services are going to be performed on another island.

The medical plans are NOT responsible for the following ICD-9 diagnosis codes in which the codes must be the primary or first diagnosis code:

ICD-9 Codes

635.0 through 635.9

CPT Codes

59840

59841

59850

59851

59852

59855

59856

59857

Radiology and laboratory services related to the ITOP must use diagnosis code 635.XX as the primary/first diagnosis.

APPENDIX J – Health Plan Daily File Layout

APPENDIX J

Daily Roster File Layout

			Actual Position		
	Data Name	Picture	From	To	Remarks
1	Record Type	X(02)	1	2	01 = Detail XX = Trailer
2	Process Date	X(08)	3	10	CCYYMMDD
3	Health Plan ID	X(06)	11	16	QUEST assigned health plan identifier
4	Contract Type	X(01)	17	17	A = Medical capitated D = Dental capitated K = Behavioral Health Services
5	HAWI Client ID	X(10)	18	27	
6	HAWI Case ID	X(09)	28	36	
7	Primary HAWI ID	X(10)	37	46	Used to identify when a client has more than one HAWI Client ID assigned. HPMMIS will “close” the other Client IDs. This represents the correct Client ID.
8	SSN	X(09)	47	55	Client social security number
9	Process Sequence	X(02)	56	57	Identifies the order that records should be processed
10	Action Type	X(01)	58	58	A = Add C = Change D = Delete/disenroll
11	Island Code	X(02)	59	60	Identifies the island where the client is enrolled
12	Island Name	X(15)	61	75	01 = Oahu 04 = Kauai 05 = Hawaii 07 = Maui 08 = Molokai 09 = Lanai
13	Action Code	X(02)	76	91	Identifies the nature of the add, change, disenroll transaction. May occur up to 8 times
14	Client Last Name	X(23)	92	114	
15	Client First Name	X(10)	115	124	
16	Client Middle Initial	X(01)	125	125	
17	Client Gender	X(01)	126	126	M or F
18	Date Of Birth	X(08)	127	134	CCYYMMDD
19	Date Of Death	X(08)	135	142	CCYYMMDD
20	Ethnicity Code	X(02)	143	144	Ethnicity Codes
21	Language Code	X(01)	145	145	Primary Language Codes
22	Mail Street Addr 1	X(25)	146	170	
23	Mail Street Addr 2	X(25)	171	195	
24	Mail City	X(20)	196	215	
25	Mail State	X(02)	216	217	
26	Mail Zip Code 5	X(05)	218	222	
27	Mail Zip Code 4	X(04)	223	226	Blank – For future use
28	Residence Street Add. 1	X(25)	227	251	
29	Residence Street Add. 2	X(25)	252	276	
30	Residence City	X(20)	277	296	
31	Residence State	X(02)	297	298	
32	Residence Zip Code 5	X(05)	299	303	

APPENDIX J

			Actual Position		
Data Name		Picture	From	To	Remarks
33	Residence Zip Code 4	X(04)	304	307	Blank – For future use
34	Filler 1	X(06)	308	313	Blank – For future use
35	Telephone Number	X(10)	314	323	
36	Enroll Begin Date	X(08)	324	331	CCYYMMDD
37	Enroll End Date	X(08)	332	339	CCYYMMDD
38	Enroll Rate Code	X(04)	340	343	
39	Risk Group	X(04)	344	347	Blank – For Future Use
40	Risk Group Qualifier	X(02)	348	349	Blank – For Future Use
41	Capitation Amount	9(6)V99+	350	358	Capitation amount to be paid or recouped from the plan
42	Number Days Covered	9(03)	359	361	Number of days to be paid or recouped from the plan
43	Payment From Date	X(08)	362	369	CCYYMMDD
44	Payment Through Date	X(08)	370	377	CCYYMMDD
45	Pregnancy Indicator	X(01)	378	378	Y or BLANK
46	Prior Plan Indicator	X(01)	379	379	Identifies whether or not the client was previously enrolled in another plan (Y or BLANK)
47	Prior Plan Name	X(25)	380	404	Identifies the prior plan name for coordination of care. If not previously enrolled within past 90 days, blank.
48	Behavioral Health Category	X(01)	405	405	C = Early Intervention Ages 0–3 F = FELIX S = SMI
49	BHS Plan Name	X(25)	406	430	
50	BHS Begin Date	X(08)	431	438	CCYYMMDD
51	Dental Plan Name	X(25)	439	463	
52	Dental Begin Date	X(08)	464	471	CCYYMMDD
53	Medical Plan Name	X(25)	472	496	
54	Medical Begin Date	X(08)	497	504	CCYYMMDD
55	Case Name, Last	X(20)	505	524	
56	Case Name, First	X(12)	525	536	
57	Case Name, Initial	X(01)	537	537	

APPENDIX J

			Actual Position		
	Data Name	Picture	From	To	Remarks
58	Co-pay Indicator	X(01)	538	538	Blank
59	Relationship Code	X(02)	539	540	Client's relationship to the case.
60	Section	X(01)	541	541	
61	Unit	X(02)	542	543	
62	Worker	X(02)	544	545	
63	Med Payee Street Addr 1	X(25)	546	570	
64	Med Payee Street Addr 2	X(25)	571	595	
65	Med Payee City	X(20)	596	615	
66	Med Payee State	X(02)	616	617	
67	Med Payee Zip Code 5	X(05)	618	622	
68	Med Payee Zip Code 4	X(04)	623	626	Blank – For future use
69	Filler 2	X(73)	627	700	Blank – For Future Use

The last record of each file has the following specifications:					
1	Record Type	X(02)	1	2	Trailer record - XX
2	Process Date	X(08)	3	10	CCYYMMDD. Represents the date that HPMMIS created the roster. All records in the roster will have the same process date.
3	Health Plan ID	X(06)	11	16	Health Plan ID
4	Number Of Transactions	9(08)	17	24	Total number of transactions on the roster file
5	Total Cap Amount	9(8)V99 +	25	35	Sum of capitation for the roster file
6	Filler	X(665)	36	700	

APPENDIX J

Monthly Roster File Layout

			Actual Position		
	Data Name	Picture	From	To	Remarks
1	Record Type	X(02)	1	2	01 = Detail XX = Trailer
2	Process Date	X(08)	3	10	CCYYMMDD
3	Health Plan ID	X(06)	11	16	QUEST assigned health plan identifier
4	Contract Type	X(01)	17	17	A = Medical capitated D = Dental capitated K = Behavioral Health Services
5	HAWI Client ID	X(10)	18	27	
6	HAWI Case ID	X(09)	28	36	
7	SSN	X(09)	37	45	Client social security number
8	Island Code	X(02)	46	47	Identifies the island where the client is enrolled 01 = Oahu 04 = Kauai 05 = Hawaii 07 = Maui 08 = Molokai 09 = Lanai
9	Island Name	X(15)	48	62	
10	Client Last Name	X(23)	63	85	
11	Client First Name	X(10)	86	95	
12	Client Middle Initial	X(01)	96	96	
13	Client Gender	X(01)	97	97	M or F
14	Date Of Birth	X(08)	98	105	CCYYMMDD
15	Ethnicity Code	X(02)	106	107	
16	Language Code	X(01)	108	108	
17	Mail Street Addr 1	X(25)	109	133	
18	Mail Street Addr 2	X(25)	134	158	
19	Mail City	X(20)	159	178	
20	Mail State	X(02)	179	180	
21	Mail Zip Code 5	X(05)	181	185	
22	Mail Zip Code 4	X(04)	186	189	Blank – For future use
23	Residence St. Addr 1	X(25)	190	214	
24	Residence St. Addr 2	X(25)	215	239	
25	Residence City	X(20)	240	259	
26	Residence State	X(02)	260	261	
27	Residence Zip Code 5	X(05)	262	266	
28	Residence Zip Code 4	X(04)	267	270	Blank – For future use
29	Filler 1	X(06)	271	276	Blank – For future use
30	Telephone Number	X(10)	277	286	
31	Rate Code	X(04)	287	290	
32	Risk Group	X(04)	291	294	Blank – For future use
33	Risk Group Qualifier	X(02)	295	296	Blank – For future use
34	Capitation Amount	9(6)V99+	297	305	Capitation amount to be paid to the plan
35	Number Days Covered	9(03)	306	308	Number of days to be paid to the plan
36	Payment From Date	X(08)	309	316	CCYYMMDD
37	Payment Through Date	X(08)	317	324	CCYYMMDD
38	Pregnancy Indicator	X(01)	325	325	Y or BLANK

APPENDIX J

		Actual Position			
Data Name	Picture	From	To	Remarks	
39	Behavioral Health Category	X(01)	326	326	C = Early Intervention for aged 0-3 F = FELIX S = SMI
40	BHS Plan Name	X(25)	327	351	
41	Dental Plan Name	X(25)	352	376	
42	Medical Plan Name	X(25)	377	401	
43	Case Name, Last	X(20)	402	421	
44	Case Name, First	X(12)	422	433	
45	Case Name, Initial	X(01)	434	434	
46	Copay Indicator	X(01)	435	435	Y or blank
47	Relationship Code	X(02)	436	437	
48	Section	X(02)	438	439	
49	Unit	X(02)	440	441	
50	Worker	X(01)	442	442	
51	Med Payee Street Addr 1	X(25)	443	467	
52	Med Payee Street Addr 2	X(25)	468	492	
53	Med Payee City	X(20)	493	512	
54	Med Payee State	X(02)	513	514	
55	Med Payee Zip Code 5	X(05)	515	519	
56	Med Payee Zip Code 4	X(04)	520	523	Blank – For future use
57	Filler 2	X(76)	524	600	Blank – For Future Use
The last record of each disk file has the following specifications:					
1	Record Type	X(02)	1	2	XX
2	Process Date	X(08)	3	10	CCYYMMDD
3	Plan ID	X(06)	11	16	Health Plan ID
4	Number Of Transactions	9(08)	17	24	Total number of transactions on the roster file
5	Total Cap Amount	9(8)V99+	25	35	Sum of capitation for the roster file
6	Filler	X(565)	36	600	

APPENDIX J

Third Party Liability File Layout

Data Name		Picture	Actual Positions		Remarks
			From	To	
Detail Records					
1	Health Plan ID	X(06)	1	6	
2	HAWI Client ID	X(10)	7	16	
3	Sequence Number	X(02)	17	18	01, 02, 03 – 10
4	Process Date	X(08)	19	26	CCYYMMDD
5	Client Last Name	X(20)	27	46	
6	Client First Name	X(10)	47	56	
7	Client Gender	X(01)	57	57	M or F
8	Date Of Birth	X(08)	58	65	CCYYMMDD
9	TPL Code	X(05)	66	70	Left justified 'XX ' See Appendix 2D, TPL Codes
10	TPL Policy Number	X(20)	71	90	
11	TPL Begin Date	X(08)	91	98	CCYYMMDD
12	TPL End Date	X(08)	99	106	CCYYMMDD
13	Carrier Name	X(30)	107	136	See Appendix 2D, TPL Codes
14	Absent-parent	X (2)	137	138	
15	Last-mod-date	X(8)	139	146	CCYYMMDD
16	Filler	X(4)	147	150	

Trailer record – One record at the end of the detail transactions					
1	Health Plan ID	X(06)	1	6	
2	Trailer ID	X(12)	7	18	All 9s to indicate trailer record
3	Total transactions	9(08)	19	26	Total number of transactions in the file
4	Filler	X(124)	27	150	Spaces

APPENDIX K – Daily Call Log and Client Contact Sheet

Appendix K

Daily Call Log

[illegible]

Client Contact Sheet

Client Name: _____

[illegible]

APPENDIX L - PERFORMANCE BOND

APPENDIX L

EXHIBIT B

PERFORMANCE BOND (SURETY)
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That _____
(full legal name and street address of Contractor)

as Contractor, hereinafter called Principal, and _____

(name and street address of bonding company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawaii, are held and firmly bound unto the _____
(State/County entity)

its successors and assigns, hereinafter called Obligee, in the amount of

DOLLARS (\$ _____), to which payment Principal and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the above-bound Principal has entered into a Contract with Obligee
dated _____, for _____

hereinafter called Contract, which Contract is incorporated herein by reference and made a
part hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract
in strict accordance with the terms of the Contract as said Contract may be modified or
amended from time to time; then this obligation shall be void; otherwise to remain in full
force and effect.

EXHIBIT B

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligor to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligor in satisfaction of the surety's performance obligation on this bond.

Signed this day of _____

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

APPENDIX L

EXHIBIT C

PERFORMANCE BOND

(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That we, _____
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

_____, its successors and assigns, as Obligee, hereinafter called
State/County entity)
Obligee, in the amount of _____

(Dollar amount of contract)

DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its heirs, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- ☐ Legal tender;
- ☐ Share Certificate unconditionally assigned to or made payable at sight to
Description _____
- ☐ Certificate of Deposit, No. _____, dated _____, issued by
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____
- ☐ Cashier's Check No. _____, dated _____, issued by
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____

☐ Teller's Check No. _____, dated _____, issued by
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____

☐ Treasurer's Check No. _____, dated _____, issued by
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____

☐ Official Check No. _____, dated _____, issued by
drawn on _____
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _____

☐ Certified Check No. _____, dated _____, accepted by
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned _____

WHEREAS:

The Contractor has by written agreement dated _____ entered into a
contract with Oblige for the following Project: _____

_____ hereinafter called Contract, which Contract is incorporated herein by reference and made a
part hereof.

NOW, THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed this day of _____

(Seal)

Name of Contractor

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC